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TOTAL: \$92.00

PAGES: 68

CHRISTINE

JOSHUA A. LANGFELDER
SANGAMON COUNTY RECORDER

Please Invoice and send back to:

Village of Chatham
Attn: Patrick McCarthy
117 E. Mulberry St.
Chatham, IL 62629

Document Title: Ordinance 18-2

SANGAMON COUNTY, ILLINOIS

ORDINANCE
NUMBER 18-2

**AN ORDINANCE ANNEXING CERTAIN PROPERTY TO
THE VILLAGE OF CHATHAM**

DAVE KIMSEY, Village President
AMY DAHLKAMP, Village Clerk

TERRY FOUNTAIN
BRETT GERGER
NINA LINDHORST
RYAN MANN
MATT MAU
PAUL SCHERSCHEL
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Chatham
on January 9th, 2018

Sorling Northrup – 1 N. Old State Capitol Plaza, Suite 200, P.O. Box 5131, Springfield, IL 62705

ORDINANCE NO. 18- 2

**AN ORDINANCE ANNEXING CERTAIN PROPERTY TO
THE VILLAGE OF CHATHAM**

WHEREAS, the Village of Chatham (hereinafter “Village”) is an Illinois Municipal Corporation existing and operating under the Illinois Municipal Code and the laws of the State of Illinois; and

WHEREAS, in May and June of 1998, the Judith Jones Dietsch Trust (hereinafter “Owner”) was the owner of record of certain real property, legally described on **Exhibit 1** to this Ordinance (hereinafter “Unincorporated Territory”); and

WHEREAS, in June of 1998, Owner filed with the Village Clerk a duly executed Petition for Annexation (hereinafter “Petition”) (**Exhibit 2**), pursuant to 65 ILCS 5/7-1-8, requesting that the Unincorporated Territory be annexed to the Village; and

WHEREAS, on or about June 18, 1998, the Planning Commission held a duly noticed hearing on Owner’s Petition and Annexation Agreement (**Exhibit 3**); and

WHEREAS, on or about June 23, 1998, the Village Board held a duly noticed hearing on Owner’s Petition and Annexation Agreement, and in Ordinance No. 98-44 (**Exhibit 4**) the Board voted unanimously in favor of approving said Petition and Annexation Agreement in accordance with the Annexation Agreement; and

WHEREAS, on or about June 23, 1998, the Annexation Agreement between Owner and the Village was approved, executed, and became effective; and

WHEREAS, said Annexation Agreement is conditioned upon “the [Unincorporated Territory] becoming contiguous to the Village on or before the expiration of the twenty year term of this agreement,” *see* Ex. 3 at page 2; and

WHEREAS, Article 11 Division 15.1 of the Illinois Municipal Code of 1961 as amended (65 ILCS 5/11-15.1-1 et seq.) provides that corporate authorities may enter into annexation agreements with owners of land of unincorporated territory, and that any such agreements shall be binding upon the successor owners of record; and,

WHEREAS, the Village is authorized to annex the Unincorporated Territory pursuant to the Illinois Municipal Code, 65 ILCS 5/7-1-1 et seq; and

WHEREAS, the Unincorporated Territory is not within the corporate limits of any municipality; and

WHEREAS, the Unincorporated Territory is contiguous to the Village; and

WHEREAS, at the time the valid and existing Annexation Agreement was executed, there were no electors residing in the Unincorporated Territory; and

WHEREAS, the Unincorporated Territory is currently within a fire protection district and public library district; however, the Village does not provide either fire protection services or a public library; and

WHEREAS, the President and Board of Trustees of the Village have determined it to be in the best interest of the Village to annex the Unincorporated Territory in accordance with the Annexation Agreement attached hereto.

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Chatham, Sangamon County, Illinois, as follows:

Section 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

Section 2. Annexation. The property described in **Exhibit 1** shall be, and is hereby, annexed to the Village of Chatham in accordance with the Annexation Agreement.

Section 3. Authorization. The Village Clerk shall be, and is hereby, authorized and directed to record in the Office of the Sangamon County Recorder of Deeds promptly after the effective date of this Ordinance, a certified copy of this Ordinance, including an accurate map of the annexed territory in compliance with the Municipal Code, and any other documents as required by law including affidavits of service as may be required by law. The Village Manager shall be, and is hereby, authorized and directed to notify the Election Authorities, as defined in Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the United States Post Office branches serving the Parcel of the annexation by registered or certified mail within 30 days after the effective date of this Ordinance. A document of annexation shall also be filed with the County Clerk as required by law.

Section 4. Severability. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

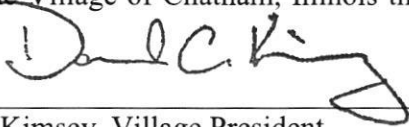
Section 5. Repeal and Savings Clause. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, action, or causes of action which shall have accrued to the Village of Chatham prior to the effective date of this Ordinance.

Section 6. Effectiveness. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED this ___ day of January 9th, 2018.

	YES	NO	ABSENT	PRESENT
TERRY FOUNTAIN			X	
BRETT GERGER	X			
NINA LINDHORST	X			
RYAN MANN	X			
MATT MAU	X			
PAUL SCHERSCHEL	X			
DAVE KIMSEY			X	
TOTAL	5	0	2	

APPROVED by the President of the Village of Chatham, Illinois this 9th day of January, 2018.



Dave Kimsey, Village President

Attest:


Amy Dahlkamp, Village Clerk

**EXHIBIT 1
LEGAL DESCRIPTION**

PART OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD
PRINCIPAL MERIDIAN SANGAMON COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE EAST ON THE QUARTER QUARTER SECTION LINE, 735.47 FEET; THENCE DEFLECTING TO THE RIGHT 91 DEGREES 22 MINUTES 48 SECONDS, 611.09 FEET; THENCE DEFLECTING TO THE RIGHT 60 DEGREES 04 MINUTES 03 SECONDS, 465.23 FEET; THENCE DEFLECTING TO THE RIGHT 27 DEGREES 23 MINUTES 41 SECONDS, 330.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE DEFLECTING TO THE LEFT 87 DEGREES 33 MINUTES 09 SECONDS, 151.10 FEET ON THE SAID QUARTER SECTION LINE; THENCE DEFLECTING TO THE RIGHT 88 DEGREES 46 MINUTES 18 SECONDS, 1000.06 FEET; THENCE DEFLECTING TO THE RIGHT 91 DEGREES 08 MINUTES 10 SECONDS, 1001.23 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE DEFLECTING TO THE RIGHT 88 DEGREES 51 MINUTES 51 SECONDS, 1000.60 FEET ON THE QUARTER QUARTER SECTION LINE TO THE POINT OF BEGINNING, CONTAINING 36.03 ACRES MORE OR LESS.

PETITION FOR ANNEXATION

The Judith Jones Dietsch Trust, created under the Last Will of Alexander J. Jones II, ("Owner") ("Petitioner"), being duly sworn on her oath, hereby petitions the Village of Chatham, Sangamon County, Illinois, pursuant to Section 7-1-8 of the Illinois Municipal Code, to annex within its corporate limits certain real estate, the legal description of which, and a map of which are contained on a Plat of Annexation attached hereto, together with all public roadways therein contained or contiguous thereto.

Petitioner hereby states as follows:

A. The above-described territory is not yet contiguous to the Village of Chatham, but will be contiguous at the time of annexation.

B. The above-described territory is not within the corporate limits of any other municipality.

C. Petitioner is the sole owner of record of the property, and no electors reside therein.

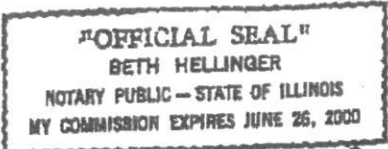
D. This petition is contingent on, and subject to, an annexation agreement between Petitioner and the Village of Chatham of even date herewith, and upon the Property becoming contiguous to the Village of Chatham within 20 years of the date of execution of that annexation agreement.

WHEREFORE, the undersigned Petitioner, hereby requests that the above-described real estate be annexed to the Village of Chatham, Sangamon County, Illinois.

EXHIBIT B



THE JUDITH JONES DIETSCH TRUST, CREATED
PURSUANT TO THE LAST WILL OF ALEXANDER
J. JONES, II



Judith Dietsch only

By: *Judith Jones Dietsch*
Judith Jones Dietsch, Trustee
See petition for annexation only

By: _____
Janet Inslee Roustio, Trustee

By: _____
David R. Inslee, Trustee

By: _____
Phillip S. Inslee, Trustee

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

VERIFICATION

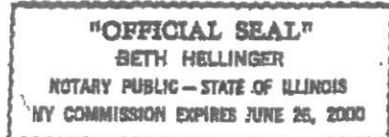
Judith Dietsch, being duly sworn on oath, deposes and state that she has reviewed the foregoing Petition for Annexation, and the statements therein made are true and correct.

Judith Dietsch
Judith Dietsch *See petition for annexation only*

SUBSCRIBED AND SWORN TO before me

this 22nd day of May, 1998.

Beth Hellinger
Notary Public



Judith Dietsch only

THE JUDITH JONES DIETSCH TRUST, CREATED
PURSUANT TO THE LAST WILL OF ALEXANDER
J. JONES, II

By: _____
Judith Jones Dietsch, Trustee

By: x Janet Inslee Roustio
Janet Inslee Roustio, Trustee

By: _____
David R. Inslee, Trustee

By: _____
Phillip S. Inslee, Trustee

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

VERIFICATION

Judith Dietsch, being duly sworn on oath, deposes and state that she has reviewed the foregoing Petition for Annexation, and the statements therein made are true and correct.

Janet Inslee Roustio
Judith Dietsch

SUBSCRIBED AND SWORN TO before me

this 6 day of June, 1998.

Marti A. Goralski
Notary Public



THE JUDITH JONES DIETSCH TRUST, CREATED
PURSUANT TO THE LAST WILL OF ALEXANDER
J. JONES, II

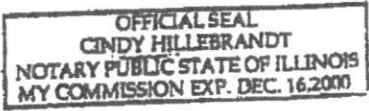
By: _____
Judith Jones Dietsch, Trustee

By: _____
Janet Inslee Roustio, Trustee

Cindy Hillebrandt
5.22.98
DAVID R INSLEE

By: _____
David R. Inslee
David R. Inslee, Trustee

By: _____
Phillip S. Inslee, Trustee



STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

VERIFICATION

Judith Dietsch, being duly sworn on oath, deposes and state that she has reviewed the foregoing Petition for Annexation, and the statements therein made are true and correct.

Judith Dietsch

SUBSCRIBED AND SWORN TO before me

this ____ day of _____, 1998.

Notary Public

THE JUDITH JONES DIETSCH TRUST, CREATED
PURSUANT TO THE LAST WILL OF ALEXANDER
J. JONES, II

By: _____
Judith Jones Dietsch, Trustee

By: _____
Janet Inslee Roustio, Trustee

By: _____
David R. Inslee, Trustee

By: _____

Phillip S. Inslee, Trustee

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

VERIFICATION

Judith Dietsch, being duly sworn on oath, deposes and state that she has reviewed the foregoing Petition for Annexation, and the statements therein made are true and correct.

Judith Dietsch

SUBSCRIBED AND SWORN TO before me

this ____ day of _____, 1998.

Notary Public

This space for Recorder of Deeds

ANNEXATION AGREEMENT

THIS AGREEMENT is made by the Judith Jones Dietsch Trust, created under the Last Will of Alexander J. Jones II, ("Owner") and the Village of Chatham, Illinois (the "Village"), an Illinois municipal corporation, both of Sangamon County, Illinois, and is effective this 23 day of June, 1998.

WHEREAS, Owner is the record owner of a parcel of property legally described and depicted on a Plat of Annexation attached hereto as Exhibit A ("the Property");

WHEREAS, the Property is located in unincorporated Sangamon County, Illinois, but is not yet contiguous to the corporate limits of the Village;

WHEREAS, Owner wishes to annex the Property to the Village, together with all public roadways adjacent thereto or contained therein and not within the corporate limits of any other municipality;

WHEREAS, Owner wishes to obtain an initial zoning upon annexation of R-1A as



to the Property, together with certain waivers as to the Village Subdivision Ordinance;

WHEREAS, Owner has requested and the Village is willing to provide certain financial incentives in connection with this project, which should provide for the orderly development of the Property at little or no cost to the Village;

WHEREAS, Owner wishes to receive police protection from the Village upon execution of this annexation agreement;

WHEREAS, Owner wishes to receive Village water at the same rate as Village residents, and an electric rate not to exceed Two cents per kilowatt hour above the Village rate to its customers for the same service;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Owner has petitioned to annex the Property conditional upon this Agreement and the Property becoming contiguous to the Village on or before the expiration of the twenty year term of this agreement; a copy of the petition is attached hereto as Exhibit B.

2. When the Property becomes contiguous to the Village, then an annexation ordinance in such form as shall be approved by counsel for the Village, shall be enacted by the President and Board of Trustees within 30 days of the Property becoming contiguous. As set forth in the Village of Chatham Zoning Ordinance, the Property shall be zoned R-1A upon its annexation.

3. The parties anticipate that the Property may be developed as a subdivision to be known as "Sweetbriar Subdivision", pursuant to the Village Subdivision Ordinance. If and when a preliminary plan for the Property, or any part thereof, is presented to the Village,

the Village will grant the subdivision variances set forth in Exhibit C hereto.

4. Subject to receipt of the necessary IEPA permits and procurement of any necessary water main easements, the Village will, within three months of approval of the first final plat for the Sweetbriar Subdivision, run a six inch water main, up to the south right-of-way of County Highway 40 at the proposed entrance of Sweetbriar Lane. During the term of this Agreement, the Village shall supply water to the Property at the same rates charged to customers within the Village limits.

5. As provided in Section 11-15.1-2.1 of the Illinois Municipal Code, pending annexation, the Property shall be subject to the ordinances, control and jurisdiction of the Village in all respects the same as property which lies within the Village's corporate limits. Pending annexation, the Village shall provide police protection. Electric service will be provided by Rural Electric Convenience Cooperative ("RECC") at a rate not to exceed Two cents per kilowatt hour above the Village's electric rate to its residential customers. Such annexation shall be expressly conditioned and contingent upon RECC granting the special rate. Any ordinance annexing the Property or any part thereof without such rate shall be void unless this Agreement has been amended as hereafter provided.

6. This Agreement shall not be construed as a limitation on the Village's right to adopt or amend ordinances of general applicability, including the zoning and subdivision ordinances, or the applicability of such ordinances to the Property. However, in the event of a conflict between the Village ordinances and this Agreement, this Agreement shall prevail. Any rezoning of the Property or any portion thereof by the Owner after the initial zoning

pursuant to this Agreement will not require amendment of this Agreement and will be done pursuant to the normal procedures in the Village Zoning Ordinance.

7. This Agreement is binding upon the parties hereto, their respective heirs, executors, personal representatives, corporate authorities, administrators, successors and assigns. This Agreement and all provisions herein shall be a covenant running with the land legally described herein. This Agreement shall be effective for twenty years from the date of execution.

8. This Agreement shall only be amended by a writing, signed by the parties and approved by the Village by ordinance.

9. The Village shall enact such ordinances, execute such documents, and issue such permits and certificates as shall be required by this Agreement and any ordinance adopting it.

10. The Village shall, at its expense, record this Agreement with the Sangamon County Recorder of Deeds within 30 days of its execution.

11. If the performance of any covenant to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party, the time for such performance shall be extended by the amount of time of such delay.

12. In the event of litigation brought by any other governmental entity or electric or water supplier involving questions of jurisdiction over or right to serve the Property, the Village shall at its expense retain counsel to represent the interests of Owner. The parties anticipate that counsel for the Village and Owners shall be the same person. However,

Owner may retain separate counsel at her expense to represent its interests.

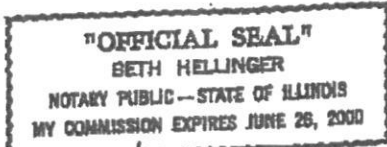
IN WITNESS WHEREOF, the parties have executed this Agreement on this 23 day
of June, 1998.

VILLAGE OF CHATHAM, ILLINOIS

BY: Linda Kuster
Its President

Attest: Robert A. Kruyer
Its Village Clerk

JUDITH JONES DIETSCH TRUST, CREATED
PURSUANT TO THE LAST WILL OF ALEXANDER
J. JONES, II



*Beth Hellinger
Judith Dietsch only*

By: Judith Jones Dietsch
Judith Jones Dietsch, Trustee
her husband only

By: _____
Janet Inslee Roustio, Trustee

By: _____
David R. Inslee, Trustee

By: _____
Phillip S. Inslee, Trustee

Owner may retain separate counsel at her expense to represent its interests.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 22 day
of May, 1998.

VILLAGE OF CHATHAM, ILLINOIS

BY: Linda Kestur
Its President

Attest: Robert A. Knapp
Its Village Clerk

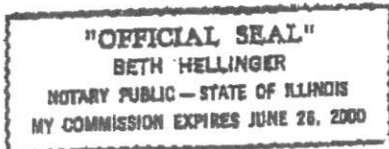
JUDITH JONES DIETSCH TRUST, CREATED
PURSUANT TO THE LAST WILL OF ALEXANDER
J. JONES, II

By: _____
Judith Jones Dietsch, Trustee

By: Janet Inslee Roustio
Janet Inslee Roustio, Trustee
for annexation agreement only ↗

By: _____
David R. Inslee, Trustee

By: _____
Phillip s. Inslee, Trustee



Beth Hellinger
Janet Roustio only

Owner may retain separate counsel at her expense to represent its interests.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 22 day
of May, 1998.

VILLAGE OF CHATHAM, ILLINOIS

BY: Linda Kaustu
Its President

Attest: Ross A. Krueger
Its Village Clerk

JUDITH JONES DIETSCH TRUST, CREATED
PURSUANT TO THE LAST WILL OF ALEXANDER
J. JONES, II

By: _____
Judith Jones Dietsch, Trustee

By: _____
Janet Inslee Roustio, Trustee

Cindy Hillebrandt
5.22.98 David Inslee By: David R. Inslee
David R. Inslee, Trustee

OFFICIAL SEAL
CINDY HILLEBRANDT
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. DEC. 16, 2000

By: _____
Phillip s. Inslee, Trustee

Owner may retain separate counsel at her expense to represent its interests.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day
of _____, 1998.

VILLAGE OF CHATHAM, ILLINOIS

BY: *Linda Kestur*
Its President

Attest: *Ronald A. Krueger*
Its Village Clerk

JUDITH JONES DIETSCH TRUST, CREATED
PURSUANT TO THE LAST WILL OF ALEXANDER
J. JONES, II

By: _____
Judith Jones Dietsch, Trustee

By: _____
Janet Inslee Roustio, Trustee

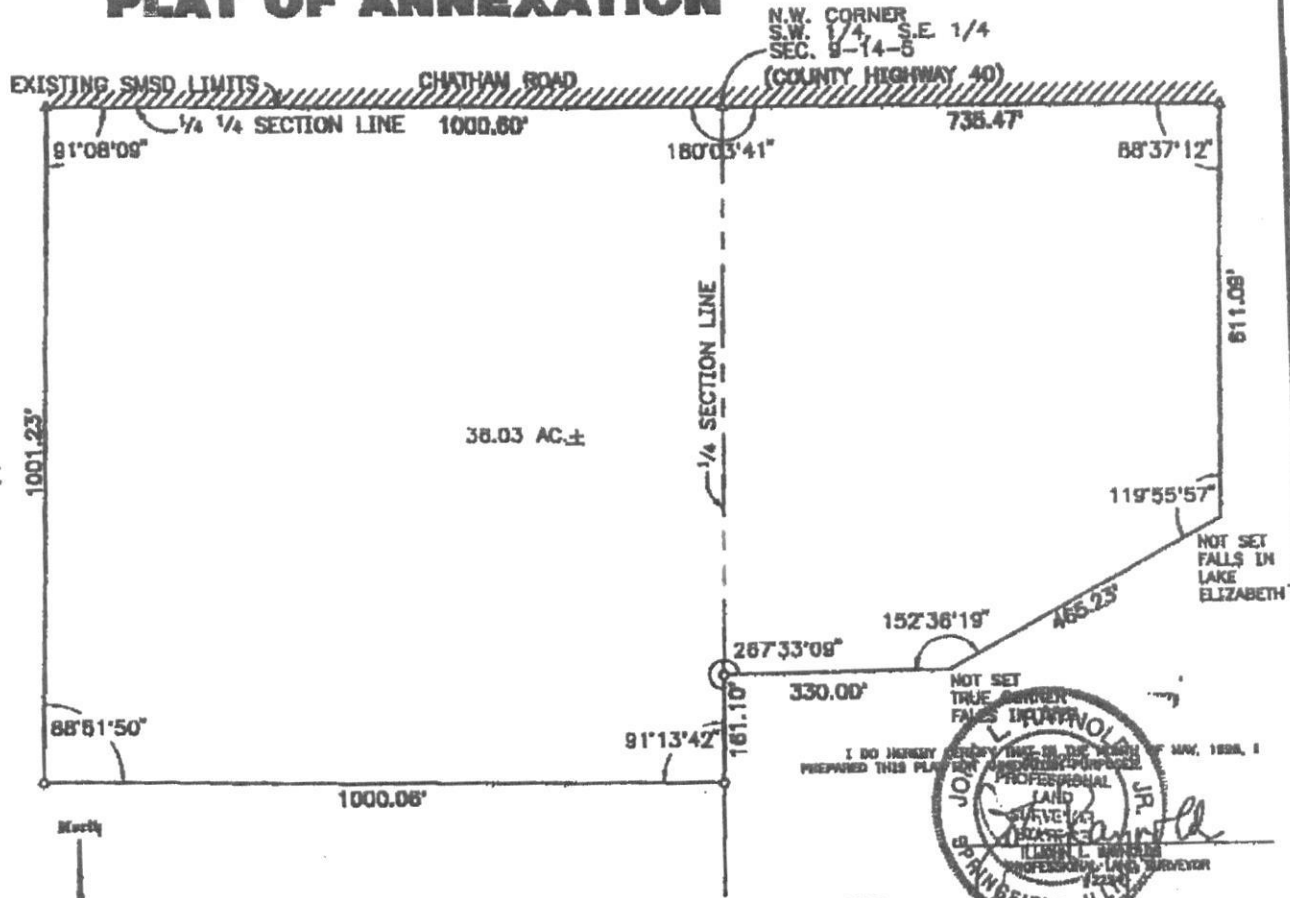
By: _____
David R. Inslee, Trustee

By: *Phillip S. Inslee*
Phillip s. Inslee, Trustee

EXHIBIT
A

PLAT OF ANNEXATION

PART OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE EAST ON THE QUARTER QUARTER SECTION LINE, 735.47 FEET; THENCE DEFLECTING TO THE RIGHT 91°22'48", 811.09 FEET; THENCE DEFLECTING TO THE RIGHT 80°04'03", 485.23 FEET; THENCE DEFLECTING TO THE RIGHT 27°23'41", 330.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE DEFLECTING TO THE LEFT 87°33'09", 161.10 FEET ON THE SAID QUARTER SECTION LINE; THENCE DEFLECTING TO THE RIGHT 88°48'18", 1000.06 FEET; THENCE DEFLECTING TO THE RIGHT 91°08'10", 1001.23 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE DEFLECTING TO THE RIGHT 88°51'51", 1000.80 FEET ON THE QUARTER QUARTER SECTION LINE TO THE POINT OF BEGINNING, CONTAINING 36.03 ACRES, MORE OR LESS.

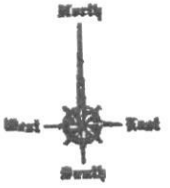


- P.K. NAIL
- IRON PIPE

SCALE 1" = 200'-0"



MAY, 1998



NOT SET TRUE BURNER FALLS IN LAKE ELIZABETH

I DO HEREBY CERTIFY THAT IN THE MONTH OF MAY, 1998, I PREPARED THIS PLAT FOR

JOHN L. DRUFFNOLD, JR.
 PROFESSIONAL LAND SURVEYOR
 STATE OF ILLINOIS
 ILLINOIS PROFESSIONAL LAND SURVEYOR
 12224


JOHN L. DRUFFNOLD, JR.
 PROFESSIONAL LAND SURVEYOR & PLANNER
 2201 S. State St., Springfield, IL 62763-3113
 (217)-241-3200

ADDENDUM TO ANNEXATION AGREEMENT

The undersigned, being all of the trustees of the Judith Jones Dietch Trust, created pursuant to the last will of Alexander J. Jones II, consent to the deletion of paragraph number 1 (which reads, "no sidewalks") from Exhibit "C" to the Annexation Agreement between the Judith Jones Dietch Trust and the Village of Chatham, to which this Addendum is attached. We are aware that the Annexation Agreement has been approved, subject to these changes, by the corporate authorities of the Village of Chatham pursuant to Ordinance number 98-44, passed on June 23, 1998.


Judith Jones Dietch


Janet Inslee Roustio

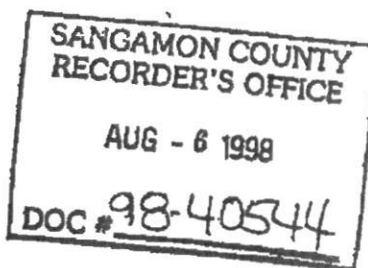

David R. Inslee


Philip S. Inslee

EXHIBIT C

1. ~~No sidewalks,~~ Deleted per addendum hereto
2. Decorative lighting; and
3. Islands such as those shown in Stage 1 of Sweetbriar.

COPY



This Space for Recorder of Deeds

Ordinance No. 98-44

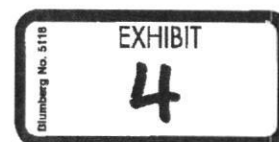
**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT WITH THE
JUDITH JONES DIETSCH TRUST**

WHEREAS, the Village of Chatham has negotiated an annexation agreement with the Judith Jones Dietsch Trust, a copy of which agreement is attached hereto;

WHEREAS, on June 18, 1998, the Planning Commission of the Village of Chatham, pursuant to notice published as prescribed by statute, conducted a public hearing regarding the zoning aspects of the proposed agreement; and on June 23, 1998, pursuant to notice published as required by statute, the corporate authorities conducted a public hearing regarding the proposed annexation agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, AS FOLLOWS:

SECTION 1: The annexation agreement attached hereto by and between the Village of Chatham, Illinois and the Judith Jones Dietsch trust is hereby approved, subject to deletion of paragraph No. 1 from Exhibit C thereto.



SECTION 2: The President is directed to execute said agreement on behalf of the Village, and the proper officers of the Village are authorized and directed to carry out said annexation agreement according to its terms, if the deletion of paragraph No. 1 from Exhibit C thereto is approved by the Owner. The Clerk shall record the signed original of the signed agreement and its accompanying exhibits, along with a certified copy of this ordinance, with the Recorder of Deeds of Sangamon County.

SECTION 3: This Ordinance is effective immediately.

PASSED this 23 day of June, 1998.



VILLAGE PRESIDENT

Attest: 

Village Clerk

AYES: Frank, Gray, Miller, Baluta, Boyle

NAYS: NONE

PASSED: 6-23-98

APPROVED: 6-23-98

ABSENT: Williamson

ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

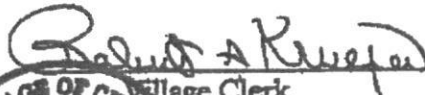
I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Loami, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 98-144, adopted by the President and Board of Trustees of said Village on the 23 day of June, 1998, said Ordinance being entitled:


**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT WITH THE
JUDITH JONES DIETSCH TRUST**

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this 29 day of July, 1998.



Village Clerk

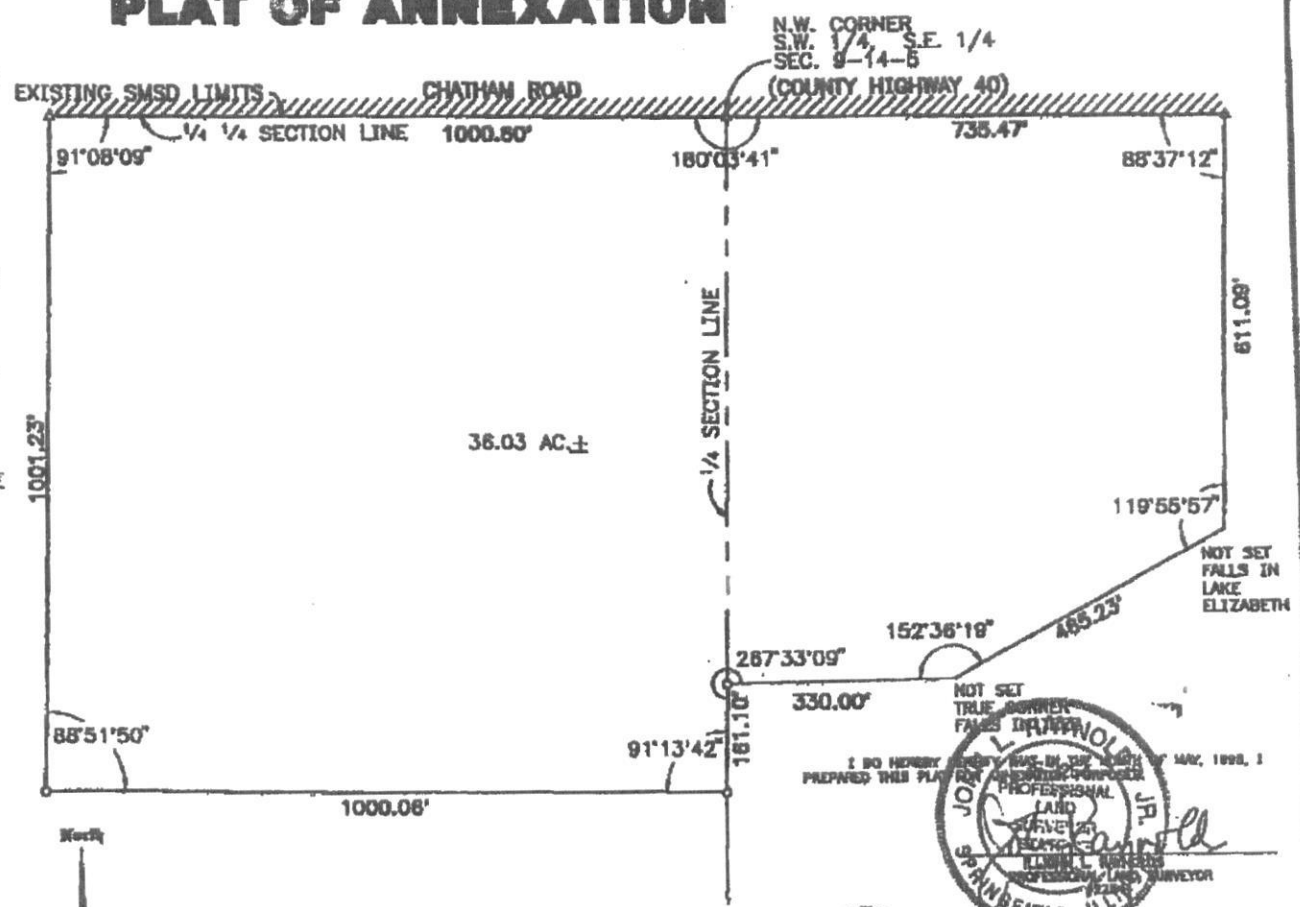


VILLAGE OF CRATNEY
CORPORATE
SEAL
ILLINOIS

EXHIBIT
A to
Annexation
petition

PART OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE EAST ON THE QUARTER QUARTER SECTION LINE, 735.47 FEET; THENCE DEFLECTING TO THE RIGHT 91°22'48", 611.09 FEET; THENCE DEFLECTING TO THE RIGHT 80°04'03", 465.23 FEET; THENCE DEFLECTING TO THE RIGHT 27°23'41", 330.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE DEFLECTING TO THE LEFT 87°33'09", 161.10 FEET ON THE SAID QUARTER SECTION LINE; THENCE DEFLECTING TO THE RIGHT 88°48'18", 1000.06 FEET; THENCE DEFLECTING TO THE RIGHT 91°08'10", 1001.23 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE DEFLECTING TO THE RIGHT 88°51'51", 1000.60 FEET ON THE QUARTER QUARTER SECTION LINE TO THE POINT OF BEGINNING, CONTAINING 36.03 ACRES, MORE OR LESS.

PLAT OF ANNEXATION



—●— P.K. NAIL
 —○— IRON PIPE

SCALE 1" = 200'-0"



MAY, 1998



NOT SET TRUE CORNER FALLS IN LAKE ELIZABETH

I DO HEREBY CERTIFY THAT I AM BY THE LAWS OF THE STATE OF ILLINOIS, A PROFESSIONAL LAND SURVEYOR AND PLANNER

JOHN L. RAYNOLDS, JR.
 PROFESSIONAL LAND SURVEYOR & PLANNER
 6201 S. 5th St., Springfield, IL 62703-3143
 (217)-241-3500

✓
PETITION FOR ANNEXATION

The Judith Jones Dietsch Trust, created under the Last Will of Alexander J. Jones II, ("Owner") ("Petitioner"), being duly sworn on her oath, hereby petitions the Village of Chatham, Sangamon County, Illinois, pursuant to Section 7-1-8 of the Illinois Municipal Code, to annex within its corporate limits certain real estate, the legal description of which, and a map of which are contained on a Plat of Annexation attached hereto, together with all public roadways therein contained or contiguous thereto.

Petitioner hereby states as follows:

A. The above-described territory is not yet contiguous to the Village of Chatham, but will be contiguous at the time of annexation.

B. The above-described territory is not within the corporate limits of any other municipality.

C. Petitioner is the sole owner of record of the property, and no electors reside therein.

D. This petition is contingent on, and subject to, an annexation agreement between Petitioner and the Village of Chatham of even date herewith, and upon the Property becoming contiguous to the Village of Chatham within 20 years of the date of execution of that annexation agreement.

WHEREFORE, the undersigned Petitioner, hereby requests that the above-described real estate be annexed to the Village of Chatham, Sangamon County, Illinois.

EXHIBIT B

THE JUDITH JONES DIETSCH TRUST, CREATED
PURSUANT TO THE LAST WILL OF ALEXANDER
J. JONES, II

"OFFICIAL SEAL"
BETH HELLINGER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES JUNE 26, 2000

Judith Dietsch only

By: *Judith Jones Dietsch*
Judith Jones Dietsch, Trustee
See petition for Annexation only

By: _____
Janet Inslee Roustio, Trustee

By: _____
David R. Inslee, Trustee

By: _____
Phillip S. Inslee, Trustee

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

VERIFICATION

Judith Dietsch, being duly sworn on oath, deposes and state that she has reviewed the foregoing Petition for Annexation, and the statements therein made are true and correct.

Judith Dietsch
Judith Dietsch *See petition for Annexation only*

SUBSCRIBED AND SWORN TO before me

✓ this 22nd day of May, 1998.

Beth Hellinger
Notary Public

"OFFICIAL SEAL"
BETH HELLINGER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES JUNE 26, 2000

Judith Dietsch only

THE JUDITH JONES DIETSCH TRUST, CREATED
PURSUANT TO THE LAST WILL OF ALEXANDER
J. JONES, II

By: _____
Judith Jones Dietsch, Trustee

By: X Janet Inslee Roustio
Janet Inslee Roustio, Trustee

By: _____
David R. Inslee, Trustee

By: _____
Phillip S. Inslee, Trustee

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

VERIFICATION

Judith Dietsch, being duly sworn on oath, deposes and state that she has reviewed the foregoing Petition for Annexation, and the statements therein made are true and correct.

Janet Inslee Roustio
Judith Dietsch

SUBSCRIBED AND SWORN TO before me

✓ this 6 day of June, 1998.

Marti A. Goralski
Notary Public



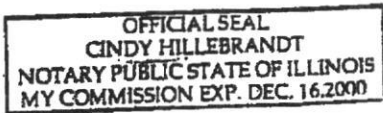
THE JUDITH JONES DIETSCH TRUST, CREATED
PURSUANT TO THE LAST WILL OF ALEXANDER
J. JONES, II

By: _____
Judith Jones Dietsch, Trustee

By: _____
Janet Inslee Roustio, Trustee

By: _____
David R. Inslee, Trustee

By: _____
Phillip S. Inslee, Trustee



✓ *Cindy Hillebrandt*
5.22.98
DAVID R INSLEE

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

VERIFICATION

Judith Dietsch, being duly sworn on oath, deposes and state that she has reviewed the foregoing Petition for Annexation, and the statements therein made are true and correct.

Judith Dietsch

SUBSCRIBED AND SWORN TO before me

this ____ day of _____, 1998.


Notary Public

THE JUDITH JONES DIETSCH TRUST, CREATED
PURSUANT TO THE LAST WILL OF ALEXANDER
J. JONES, II

By: _____
Judith Jones Dietsch, Trustee

By: _____
Janet Inslee Roustio, Trustee

By: _____
David R. Inslee, Trustee

By: _____

Phillip S. Inslee, Trustee

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

VERIFICATION

Judith Dietsch, being duly sworn on oath, deposes and state that she has reviewed the foregoing Petition for Annexation, and the statements therein made are true and correct.

Judith Dietsch

SUBSCRIBED AND SWORN TO before me

this ____ day of _____, 1998.

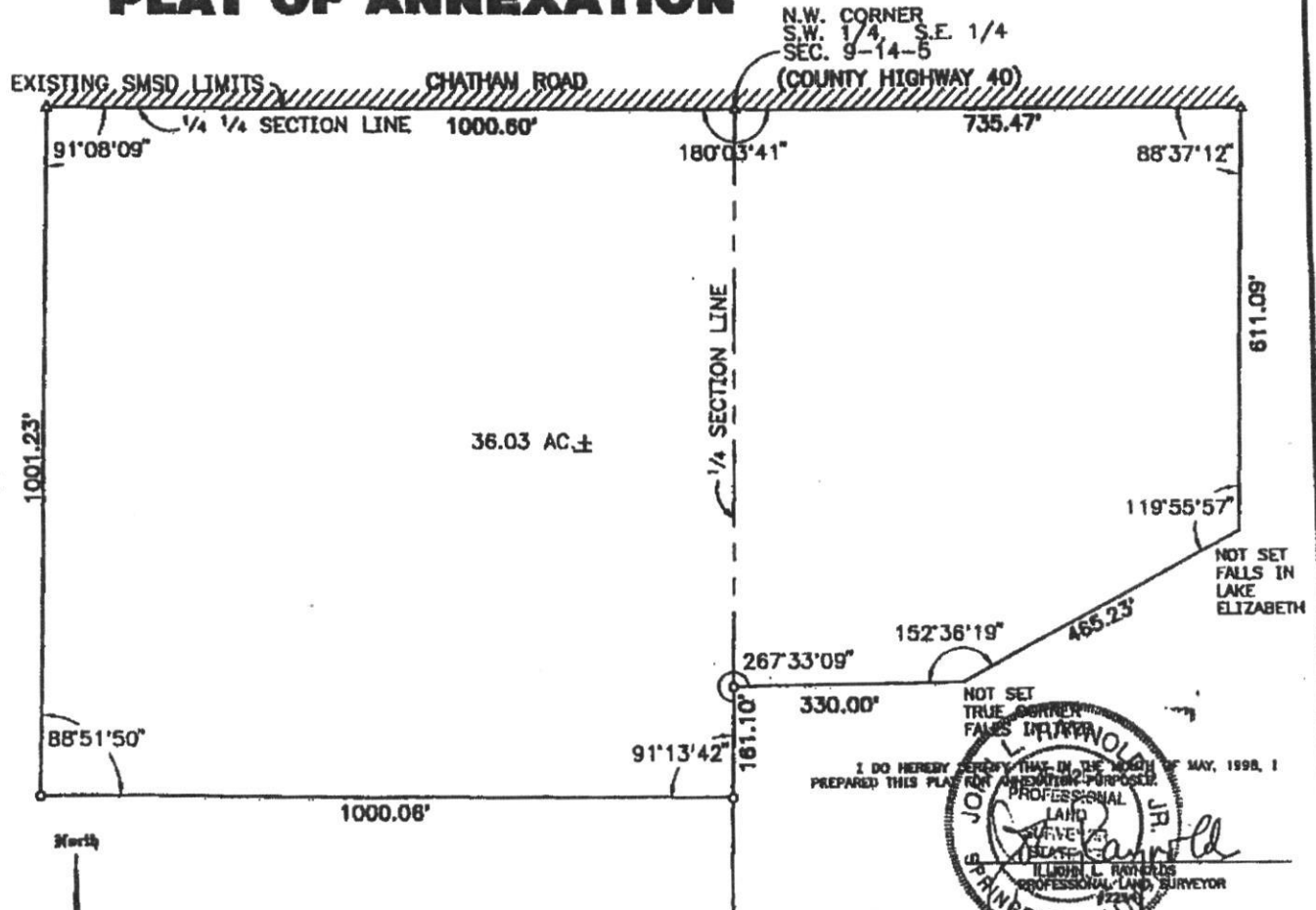
Notary Public

EXHIBIT
A to
Annexation
petition

PART OF SECTION 8, TOWNSHIP 14
NORTH, RANGE 5 WEST OF THE THIRD
PRINCIPAL MERIDIAN, SANGAMON COUNTY,
ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER
OF THE SOUTHWEST QUARTER OF THE
SOUTHWEST QUARTER OF SAID SECTION 9;
THENCE EAST ON THE QUARTER QUARTER
SECTION LINE, 735.47 FEET; THENCE
DEFLECTING TO THE RIGHT 91°22'48", 611.09
FEET; THENCE DEFLECTING TO THE RIGHT 60°
04'03", 465.23 FEET; THENCE DEFLECTING TO
THE RIGHT 27°23'41", 330.00 FEET TO A
POINT ON THE WEST LINE OF THE SOUTHWEST
QUARTER OF SAID SECTION 9; THENCE
DEFLECTING TO THE LEFT 87°33'09", 161.10
FEET ON THE SAID QUARTER SECTION LINE;
THENCE DEFLECTING TO THE RIGHT 88°46'18",
1000.06 FEET; THENCE DEFLECTING TO THE
RIGHT 91°08'10", 1001.23 FEET TO A POINT
ON THE NORTH LINE OF THE SOUTHWEST
QUARTER OF THE SOUTHWEST QUARTER OF
SAID SECTION 9; THENCE DEFLECTING TO THE
RIGHT 88°51'51", 1000.60 FEET ON THE
QUARTER QUARTER SECTION LINE TO THE
POINT OF BEGINNING, CONTAINING 36.03
ACRES, MORE OR LESS.

PLAT OF ANNEXATION



SCALE 1" = 200'-0"



MAY, 1998



I DO HEREBY CERTIFY THAT IN THE MONTH OF MAY, 1998, I
PREPARED THIS PLAT FOR AN ANNEXATION PURPOSES.

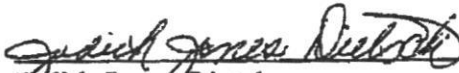
JOHN L. REYNOLDS, JR.
PROFESSIONAL LAND SURVEYOR & PLANNER
5201 S. Sixth St., Springfield, IL 62703-5143
(217)-241-3500

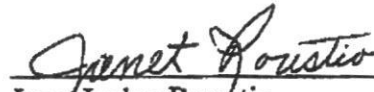
EXHIBIT C


1. ~~No sidewalks,~~ Deleted per addendum hereto
2. Decorative lighting; and
3. Islands such as those shown in Stage 1 of Sweetbriar.

ADDENDUM TO ANNEXATION AGREEMENT

The undersigned, being all of the trustees of the Judith Jones Dietch Trust, created pursuant to the last will of Alexander J. Jones II, consent to the deletion of paragraph number 1 (which reads, "no sidewalks") from Exhibit "C" to the Annexation Agreement between the Judith Jones Dietch Trust and the Village of Chatham, to which this Addendum is attached. We are aware that the Annexation Agreement has been approved, subject to these changes, by the corporate authorities of the Village of Chatham pursuant to Ordinance number 98-44, passed on June 23, 1998.


Judith Jones Dietch


Janet Inslee Roustio


David R. Inslee


Philip S. Inslee

This space for Recorder of Deeds

ANNEXATION AGREEMENT

THIS AGREEMENT is made by the Judith Jones Dietsch Trust, created under the Last Will of Alexander J. Jones II, ("Owner") and the Village of Chatham, Illinois (the "Village"), an Illinois municipal corporation, both of Sangamon County, Illinois, and is effective this 23 day of June, 1998.

WHEREAS, Owner is the record owner of a parcel of property legally described and depicted on a Plat of Annexation attached hereto as Exhibit A ("the Property");

WHEREAS, the Property is located in unincorporated Sangamon County, Illinois, but is not yet contiguous to the corporate limits of the Village;

WHEREAS, Owner wishes to annex the Property to the Village, together with all public roadways adjacent thereto or contained therein and not within the corporate limits of any other municipality;

WHEREAS, Owner wishes to obtain an initial zoning upon annexation of R-1A as

to the Property, together with certain waivers as to the Village Subdivision Ordinance;

WHEREAS, Owner has requested and the Village is willing to provide certain financial incentives in connection with this project, which should provide for the orderly development of the Property at little or no cost to the Village;

WHEREAS, Owner wishes to receive police protection from the Village upon execution of this annexation agreement;

WHEREAS, Owner wishes to receive Village water at the same rate as Village residents, and an electric rate not to exceed Two cents per kilowatt hour above the Village rate to its customers for the same service;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Owner has petitioned to annex the Property conditional upon this Agreement and the Property becoming contiguous to the Village on or before the expiration of the twenty year term of this agreement; a copy of the petition is attached hereto as Exhibit B.

2. When the Property becomes contiguous to the Village, then an annexation ordinance in such form as shall be approved by counsel for the Village, shall be enacted by the President and Board of Trustees within 30 days of the Property becoming contiguous. As set forth in the Village of Chatham Zoning Ordinance, the Property shall be zoned R-1A upon its annexation.

3. The parties anticipate that the Property may be developed as a subdivision to be known as "Sweetbriar Subdivision", pursuant to the Village Subdivision Ordinance. If and when a preliminary plan for the Property, or any part thereof, is presented to the Village,

the Village will grant the subdivision variances set forth in Exhibit C hereto.

4. Subject to receipt of the necessary IEPA permits and procurement of any necessary water main easements, the Village will, within three months of approval of the first final plat for the Sweetbriar Subdivision, run a six inch water main, up to the south right-of-way of County Highway 40 at the proposed entrance of Sweetbriar Lane. During the term of this Agreement, the Village shall supply water to the Property at the same rates charged to customers within the Village limits.

5. As provided in Section 11-15.1-2.1 of the Illinois Municipal Code, pending annexation, the Property shall be subject to the ordinances, control and jurisdiction of the Village in all respects the same as property which lies within the Village's corporate limits. Pending annexation, the Village shall provide police protection. Electric service will be provided by Rural Electric Convenience Cooperative ("RECC") at a rate not to exceed Two cents per kilowatt hour above the Village's electric rate to its residential customers. Such annexation shall be expressly conditioned and contingent upon RECC granting the special rate. Any ordinance annexing the Property or any part thereof without such rate shall be void unless this Agreement has been amended as hereafter provided.

6. This Agreement shall not be construed as a limitation on the Village's right to adopt or amend ordinances of general applicability, including the zoning and subdivision ordinances, or the applicability of such ordinances to the Property. However, in the event of a conflict between the Village ordinances and this Agreement, this Agreement shall prevail. Any rezoning of the Property or any portion thereof by the Owner after the initial zoning

pursuant to this Agreement will not require amendment of this Agreement and will be done pursuant to the normal procedures in the Village Zoning Ordinance.

7. This Agreement is binding upon the parties hereto, their respective heirs, executors, personal representatives, corporate authorities, administrators, successors and assigns. This Agreement and all provisions herein shall be a covenant running with the land legally described herein. This Agreement shall be effective for twenty years from the date of execution.

8. This Agreement shall only be amended by a writing, signed by the parties and approved by the Village by ordinance.

9. The Village shall enact such ordinances, execute such documents, and issue such permits and certificates as shall be required by this Agreement and any ordinance adopting it.

10. The Village shall, at its expense, record this Agreement with the Sangamon County Recorder of Deeds within 30 days of its execution.

11. If the performance of any covenant to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party, the time for such performance shall be extended by the amount of time of such delay.

12. In the event of litigation brought by any other governmental entity or electric or water supplier involving questions of jurisdiction over or right to serve the Property, the Village shall at its expense retain counsel to represent the interests of Owner. The parties anticipate that counsel for the Village and Owners shall be the same person. However,

Owner may retain separate counsel at her expense to represent its interests.

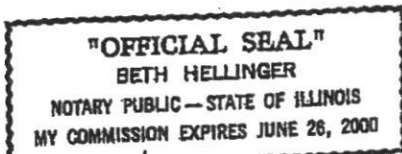
IN WITNESS WHEREOF, the parties have executed this Agreement on this 23 day
of June, 1998.

VILLAGE OF CHATHAM, ILLINOIS

BY: Linda Kresta
Its President

Attest: Robert A. Krueger
Its Village Clerk

JUDITH JONES DIETSCH TRUST, CREATED
PURSUANT TO THE LAST WILL OF ALEXANDER
J. JONES, II



*Beth Hellinger
Judith Dietsch only*

By: Judith Jones Dietsch
Judith Jones Dietsch, Trustee
for her husband only

By: _____
Janet Inslee Roustio, Trustee

By: _____
David R. Inslee, Trustee

By: _____
Phillip S. Inslee, Trustee

Owner may retain separate counsel at her expense to represent its interests.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 22 day
of May, 1998.

VILLAGE OF CHATHAM, ILLINOIS

BY: Linda Kestur
Its President

Attest: Robert A. Krueger
Its Village Clerk

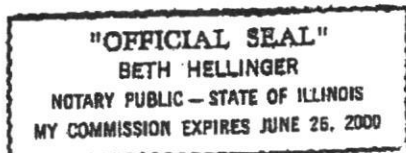
JUDITH JONES DIETSCH TRUST, CREATED
PURSUANT TO THE LAST WILL OF ALEXANDER
J. JONES, II

By: _____
Judith Jones Dietsch, Trustee

By: Janet Inslee Roustio
Janet Inslee Roustio, Trustee
for annexation agreement only

By: _____
David R. Inslee, Trustee

By: _____
Phillip s. Inslee, Trustee



*Both Dealing
Janet Roustio only*

Owner may retain separate counsel at her expense to represent its interests.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 22 day
of May, 1998.

VILLAGE OF CHATHAM, ILLINOIS

BY: Linda Koster
Its President

Attest: Ross A. Kueper
Its Village Clerk

JUDITH JONES DIETSCH TRUST, CREATED
PURSUANT TO THE LAST WILL OF ALEXANDER
J. JONES, II

By: _____
Judith Jones Dietsch, Trustee

By: _____
Janet Inslee Roustio, Trustee

Cindy Hillebrandt
5.22.98 David Inslee

By: David R. Inslee
David R. Inslee, Trustee

OFFICIAL SEAL
CINDY HILLEBRANDT
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. DEC. 16, 2000

By: _____
Phillip s. Inslee, Trustee

Owner may retain separate counsel at her expense to represent its interests.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day
of _____, 1998.

VILLAGE OF CHATHAM, ILLINOIS

BY: *Linda Kester*
Its President

Attest: *Ronald A. Krueger*
Its Village Clerk

JUDITH JONES DIETSCH TRUST, CREATED
PURSUANT TO THE LAST WILL OF ALEXANDER
J. JONES, II

By: _____
Judith Jones Dietsch, Trustee

By: _____
Janet Inslee Roustio, Trustee

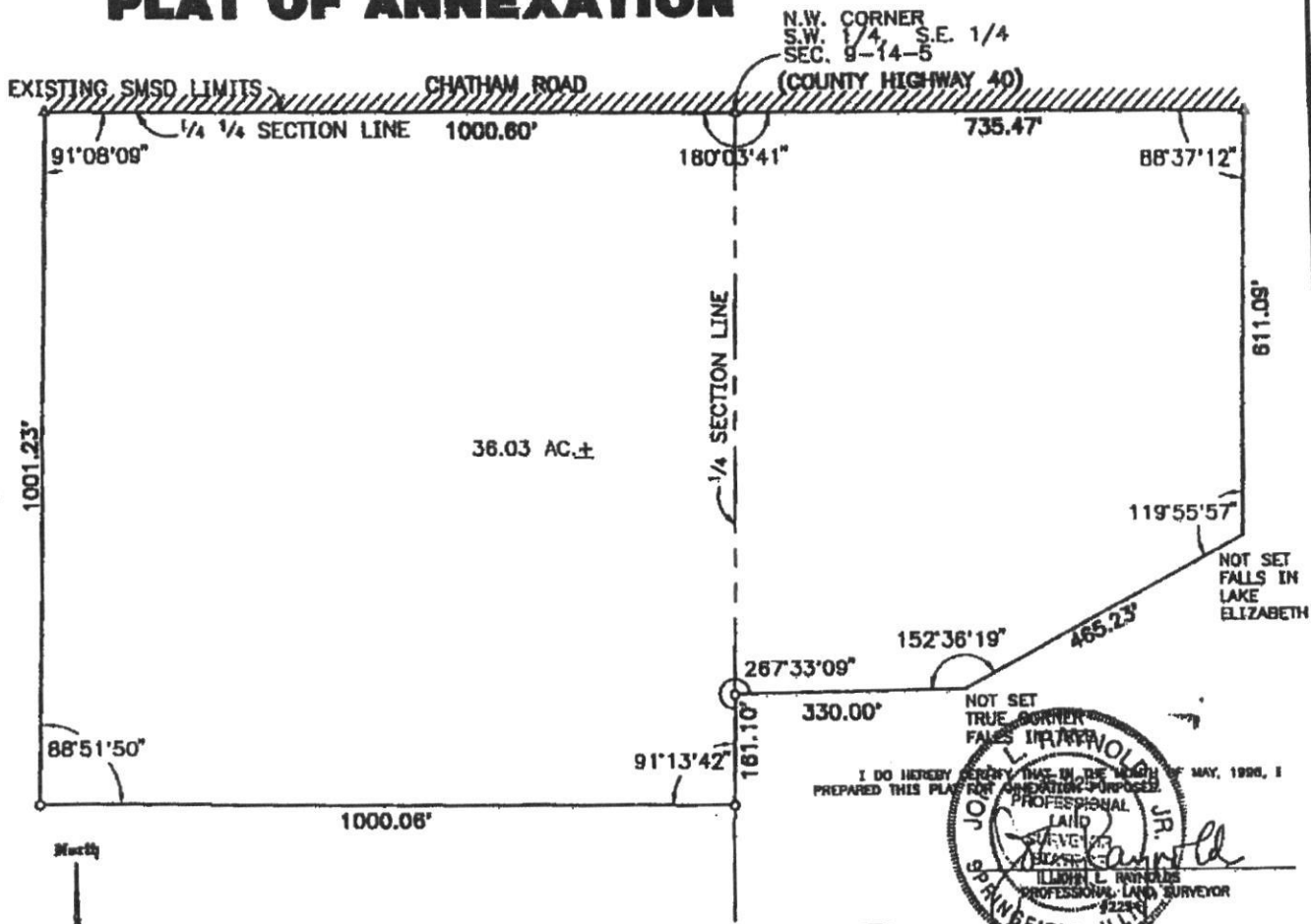
By: _____
David R. Inslee, Trustee

By: *Phillip S. Inslee*
Phillip S. Inslee, Trustee

EXHIBIT
A

PLAT OF ANNEXATION

PART OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE EAST ON THE QUARTER QUARTER SECTION LINE, 735.47 FEET; THENCE DEFLECTING TO THE RIGHT 91°22'48", 611.09 FEET; THENCE DEFLECTING TO THE RIGHT 80°04'03", 465.23 FEET; THENCE DEFLECTING TO THE RIGHT 27°23'41", 330.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE DEFLECTING TO THE LEFT 87°33'09", 161.10 FEET ON THE SAID QUARTER SECTION LINE; THENCE DEFLECTING TO THE RIGHT 88°46'18", 1000.06 FEET; THENCE DEFLECTING TO THE RIGHT 91°08'10", 1001.23 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE DEFLECTING TO THE RIGHT 88°51'51", 1000.60 FEET ON THE QUARTER QUARTER SECTION LINE TO THE POINT OF BEGINNING, CONTAINING 36.03 ACRES, MORE OR LESS.



—○— P.K. NAIL
 —○— IRON PIPE

SCALE 1" = 200'-0"



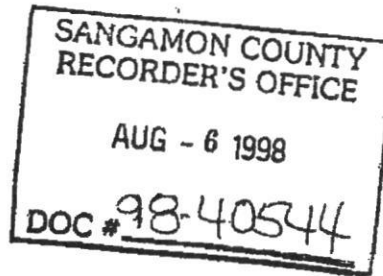
MAY, 1998



NOT SET TRUE CORNER FALLS IN LAKE ELIZABETH
 I DO HEREBY CERTIFY THAT IN THE MONTH OF MAY, 1998, I PREPARED THIS PLAT FOR AGRICULTURAL PURPOSES.
 JOHN L. RAYNOLDS, JR.
 PROFESSIONAL LAND SURVEYOR & PLANNER
 ILLINOIS
 #2283
 SPRINGFIELD, ILL.
 JOHN L. RAYNOLDS, JR.
 PROFESSIONAL LAND SURVEYOR & PLANNER
 5201 S. Sixth St., Springfield, IL 62763-5143
 (217)-241-3500



COPY



This Space for Recorder of Deeds

Ordinance No. 98-44

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT WITH THE
JUDITH JONES DIETSCH TRUST**

WHEREAS, the Village of Chatham has negotiated an annexation agreement with the Judith Jones Dietsch Trust, a copy of which agreement is attached hereto;

WHEREAS, on June 18, 1998, the Planning Commission of the Village of Chatham, pursuant to notice published as prescribed by statute, conducted a public hearing regarding the zoning aspects of the proposed agreement; and on June 23, 1998, pursuant to notice published as required by statute, the corporate authorities conducted a public hearing regarding the proposed annexation agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, AS FOLLOWS:

SECTION 1: The annexation agreement attached hereto by and between the Village of Chatham, Illinois and the Judith Jones Dietsch trust is hereby approved, subject to deletion of paragraph No. 1 from Exhibit C thereto.

SECTION 2: The President is directed to execute said agreement on behalf of the Village, and the proper officers of the Village are authorized and directed to carry out said annexation agreement according to its terms, if the deletion of paragraph No. 1 from Exhibit C thereto is approved by the Owner. The Clerk shall record the signed original of the signed agreement and its accompanying exhibits, along with a certified copy of this ordinance, with the Recorder of Deeds of Sangamon County. (3) ✓

SECTION 3: This Ordinance is effective immediately.

PASSED this 23 day of June, 1998.

Linda Kuster
VILLAGE PRESIDENT

Attest: Robert A. Krueger
Village Clerk

AYES: Franke, Gray, Miller, Ballva, Boyle

NAYS: NONE

PASSED: 6-23-98

APPROVED: 6-23-98

ABSENT: Williamson

ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Loami, Sangamon County, Illinois.

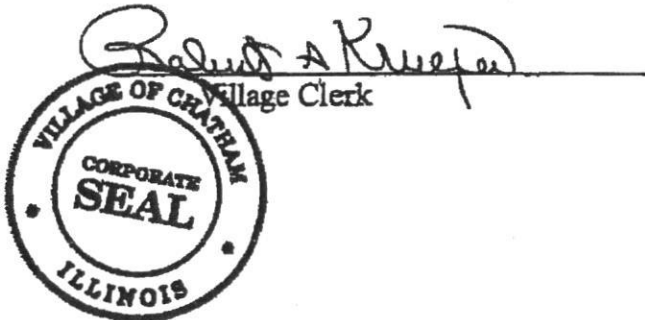
I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 98-44, adopted by the President and Board of Trustees of said Village on the 23 day of June, 1998, said Ordinance being entitled:

AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT WITH THE JUDITH JONES DIETSCH TRUST

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this 29 day of July, 1998.

③ J



FILED

AUG 05 1998

Joe Aiello
Sangamon County Clerk

This Space for Recorder of Deeds

Ordinance No. 98-44

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT WITH THE
JUDITH JONES DIETSCH TRUST**

WHEREAS, the Village of Chatham has negotiated an annexation agreement with the Judith Jones Dietsch Trust, a copy of which agreement is attached hereto;

WHEREAS, on June 18, 1998, the Planning Commission of the Village of Chatham, pursuant to notice published as prescribed by statute, conducted a public hearing regarding the zoning aspects of the proposed agreement; and on June 23, 1998, pursuant to notice published as required by statute, the corporate authorities conducted a public hearing regarding the proposed annexation agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, AS FOLLOWS:

SECTION 1: The annexation agreement attached hereto by and between the Village of Chatham, Illinois and the Judith Jones Dietsch trust is hereby approved, subject to deletion of paragraph No. 1 from Exhibit C thereto.

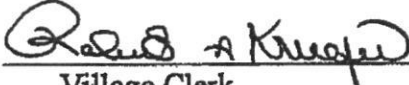
SECTION 2: The President is directed to execute said agreement on behalf of the Village, and the proper officers of the Village are authorized and directed to carry out said annexation agreement according to its terms, if the deletion of paragraph No. 1 from Exhibit C thereto is approved by the Owner. The Clerk shall record the signed original of the signed agreement and its accompanying exhibits, along with a certified copy of this ordinance, with the Recorder of Deeds of Sangamon County.

SECTION 3: This Ordinance is effective immediately.

PASSED this 23 day of June, 1998.



VILLAGE PRESIDENT

Attest: 

Village Clerk

AYES: Franke, Gray, Millen, Baliva, Boyle

NAYS: NONE

PASSED: 6-23-98

APPROVED: 6-23-98

ABSENT: Williamson

ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)


I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Loami, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 98-144, adopted by the President and Board of Trustees of said Village on the 23 day of June, 1998, said Ordinance being entitled:


**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT WITH THE
JUDITH JONES DIETSCH TRUST**

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this 29 day of July, 1998.



Village Clerk



VILLAGE OF CHATHAM
CORPORATE
SEAL
ILLINOIS

This space for Recorder of Deeds

ANNEXATION AGREEMENT

THIS AGREEMENT is made by the Judith Jones Dietsch Trust, created under the Last Will of Alexander J. Jones II, ("Owner") and the Village of Chatham, Illinois (the "Village"), an Illinois municipal corporation, both of Sangamon County, Illinois, and is effective this 23 day of June, 1998.

WHEREAS, Owner is the record owner of a parcel of property legally described and depicted on a Plat of Annexation attached hereto as Exhibit A ("the Property");

WHEREAS, the Property is located in unincorporated Sangamon County, Illinois, but is not yet contiguous to the corporate limits of the Village;

WHEREAS, Owner wishes to annex the Property to the Village, together with all public roadways adjacent thereto or contained therein and not within the corporate limits of any other municipality;

WHEREAS, Owner wishes to obtain an initial zoning upon annexation of R-1A as

to the Property, together with certain waivers as to the Village Subdivision Ordinance;

WHEREAS, Owner has requested and the Village is willing to provide certain financial incentives in connection with this project, which should provide for the orderly development of the Property at little or no cost to the Village;

WHEREAS, Owner wishes to receive police protection from the Village upon execution of this annexation agreement;

WHEREAS, Owner wishes to receive Village water at the same rate as Village residents, and an electric rate not to exceed Two cents per kilowatt hour above the Village rate to its customers for the same service;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Owner has petitioned to annex the Property conditional upon this Agreement and the Property becoming contiguous to the Village on or before the expiration of the twenty year term of this agreement; a copy of the petition is attached hereto as Exhibit B.

2. When the Property becomes contiguous to the Village, then an annexation ordinance in such form as shall be approved by counsel for the Village, shall be enacted by the President and Board of Trustees within 30 days of the Property becoming contiguous. As set forth in the Village of Chatham Zoning Ordinance, the Property shall be zoned R-1A upon its annexation.

3. The parties anticipate that the Property may be developed as a subdivision to be known as "Sweetbriar Subdivision", pursuant to the Village Subdivision Ordinance. If and when a preliminary plan for the Property, or any part thereof, is presented to the Village,

the Village will grant the subdivision variances set forth in Exhibit C hereto.

4. Subject to receipt of the necessary IEPA permits and procurement of any necessary water main easements, the Village will, within three months of approval of the first final plat for the Sweetbriar Subdivision, run a six inch water main, up to the south right-of-way of County Highway 40 at the proposed entrance of Sweetbriar Lane. During the term of this Agreement, the Village shall supply water to the Property at the same rates charged to customers within the Village limits.

5. As provided in Section 11-15.1-2.1 of the Illinois Municipal Code, pending annexation, the Property shall be subject to the ordinances, control and jurisdiction of the Village in all respects the same as property which lies within the Village's corporate limits. Pending annexation, the Village shall provide police protection. Electric service will be provided by Rural Electric Convenience Cooperative ("RECC") at a rate not to exceed Two cents per kilowatt hour above the Village's electric rate to its residential customers. Such annexation shall be expressly conditioned and contingent upon RECC granting the special rate. Any ordinance annexing the Property or any part thereof without such rate shall be void unless this Agreement has been amended as hereafter provided.

6. This Agreement shall not be construed as a limitation on the Village's right to adopt or amend ordinances of general applicability, including the zoning and subdivision ordinances, or the applicability of such ordinances to the Property. However, in the event of a conflict between the Village ordinances and this Agreement, this Agreement shall prevail. Any rezoning of the Property or any portion thereof by the Owner after the initial zoning

pursuant to this Agreement will not require amendment of this Agreement and will be done pursuant to the normal procedures in the Village Zoning Ordinance.

7. This Agreement is binding upon the parties hereto, their respective heirs, executors, personal representatives, corporate authorities, administrators, successors and assigns. This Agreement and all provisions herein shall be a covenant running with the land legally described herein. This Agreement shall be effective for twenty years from the date of execution.

8. This Agreement shall only be amended by a writing, signed by the parties and approved by the Village by ordinance.

9. The Village shall enact such ordinances, execute such documents, and issue such permits and certificates as shall be required by this Agreement and any ordinance adopting it.

10. The Village shall, at its expense, record this Agreement with the Sangamon County Recorder of Deeds within 30 days of its execution.

11. If the performance of any covenant to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party, the time for such performance shall be extended by the amount of time of such delay.

12. In the event of litigation brought by any other governmental entity or electric or water supplier involving questions of jurisdiction over or right to serve the Property, the Village shall at its expense retain counsel to represent the interests of Owner. The parties anticipate that counsel for the Village and Owners shall be the same person. However,

Owner may retain separate counsel at her expense to represent its interests.

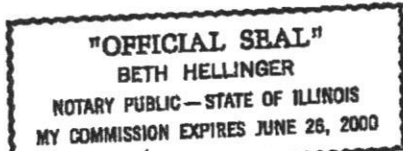
IN WITNESS WHEREOF, the parties have executed this Agreement on this 23 day of June, 1998.

VILLAGE OF CHATHAM, ILLINOIS

BY: Linda Kuster
Its President

Attest: Ronald A. Krueger
Its Village Clerk

JUDITH JONES DIETSCH TRUST, CREATED PURSUANT TO THE LAST WILL OF ALEXANDER J. JONES, II



*Beth Hellinger
Judith Dietsch only*

By: Judith Jones Dietsch
Judith Jones Dietsch, Trustee
her executor only

By: _____
Janet Inslee Roustio, Trustee

By: _____
David R. Inslee, Trustee

By: _____
Phillip S. Inslee, Trustee

Owner may retain separate counsel at her expense to represent its interests.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 22 day
of May, 1998.

VILLAGE OF CHATHAM, ILLINOIS

BY: *Linda Kestur*
Its President

Attest: *Robert A. Krueger*
Its Village Clerk

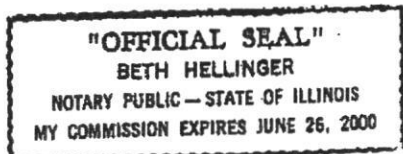
JUDITH JONES DIETSCH TRUST, CREATED
PURSUANT TO THE LAST WILL OF ALEXANDER
J. JONES, II

By: _____
Judith Jones Dietsch, Trustee

By: *Janet Inslee Roustio*
Janet Inslee Roustio, Trustee
for annexation agreement only

By: _____
David R. Inslee, Trustee

By: _____
Phillip s. Inslee, Trustee



*Both Hellinger
Janet Roustio only*

Owner may retain separate counsel at her expense to represent its interests.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 22 day of May, 1998.

VILLAGE OF CHATHAM, ILLINOIS

BY: Linda Kaester
Its President

Attest: Rand A. Kueper
Its Village Clerk

JUDITH JONES DIETSCH TRUST, CREATED
PURSUANT TO THE LAST WILL OF ALEXANDER
J. JONES, II

By: _____
Judith Jones Dietsch, Trustee

By: _____
Janet Inslee Roustio, Trustee

Cindy Hillebrandt
5.22.98 David Inslee

By: David R. Inslee
David R. Inslee, Trustee

OFFICIAL SEAL
CINDY HILLEBRANDT
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. DEC. 16, 2000

By: _____
Phillip s. Inslee, Trustee

Owner may retain separate counsel at her expense to represent its interests.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day
of _____, 1998.

VILLAGE OF CHATHAM, ILLINOIS

BY: Linda Kestner
Its President

Attest: Robert A. Krueger
Its Village Clerk

JUDITH JONES DIETSCH TRUST, CREATED
PURSUANT TO THE LAST WILL OF ALEXANDER
J. JONES, II

By: _____
Judith Jones Dietsch, Trustee

By: _____
Janet Inslee Roustio, Trustee

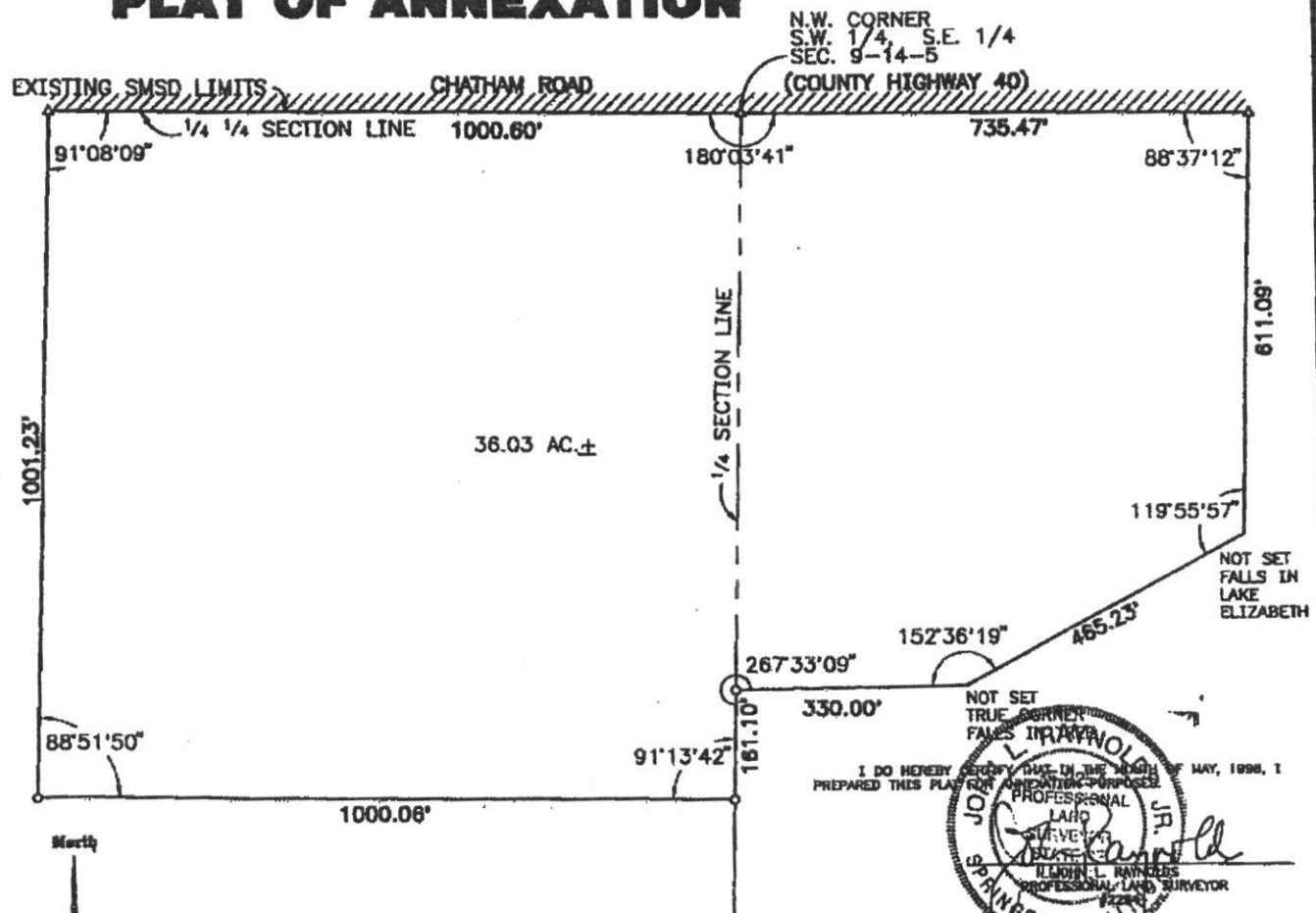
By: _____
David R. Inslee, Trustee

By: Phillip S. Inslee
Phillip s. Inslee, Trustee

EXHIBIT
A

PLAT OF ANNEXATION

PART OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE EAST ON THE QUARTER QUARTER SECTION LINE, 735.47 FEET; THENCE DEFLECTING TO THE RIGHT 91°22'48", 611.09 FEET; THENCE DEFLECTING TO THE RIGHT 60°04'03", 465.23 FEET; THENCE DEFLECTING TO THE RIGHT 27°23'41", 330.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE DEFLECTING TO THE LEFT 87°33'09", 161.10 FEET ON THE SAID QUARTER SECTION LINE; THENCE DEFLECTING TO THE RIGHT 88°46'18", 1000.06 FEET; THENCE DEFLECTING TO THE RIGHT 91°08'10", 1001.23 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE DEFLECTING TO THE RIGHT 88°51'51", 1000.60 FEET ON THE QUARTER QUARTER SECTION LINE TO THE POINT OF BEGINNING, CONTAINING 36.03 ACRES, MORE OR LESS.



—▲— P.K. NAIL
 —○— IRON PIPE

SCALE 1" = 200'-0"



MAY, 1998



N.W. CORNER
 S.W. 1/4, S.E. 1/4
 SEC. 9-14-5
 (COUNTY HIGHWAY 40)

NOT SET TRUE CORNER FALLS IN LAKE ELIZABETH
 I DO HEREBY CERTIFY THAT IN THE MONTH OF MAY, 1998, I PREPARED THIS PLAT FOR AN ANNEXATION PURPOSES



JOHN L. REYNOLDS, JR.
 PROFESSIONAL LAND SURVEYOR & PLANNER
 6201 S. Sixth St., Springfield, IL 62703-8143
 (217)-241-3500

PETITION FOR ANNEXATION

The Judith Jones Dietsch Trust, created under the Last Will of Alexander J. Jones II, ("Owner") ("Petitioner"), being duly sworn on her oath, hereby petitions the Village of Chatham, Sangamon County, Illinois, pursuant to Section 7-1-8 of the Illinois Municipal Code, to annex within its corporate limits certain real estate, the legal description of which, and a map of which are contained on a Plat of Annexation attached hereto, together with all public roadways therein contained or contiguous thereto.

Petitioner hereby states as follows:

- A. The above-described territory is not yet contiguous to the Village of Chatham, but will be contiguous at the time of annexation.
- B. The above-described territory is not within the corporate limits of any other municipality.
- C. Petitioner is the sole owner of record of the property, and no electors reside therein.
- D. This petition is contingent on, and subject to, an annexation agreement between Petitioner and the Village of Chatham of even date herewith, and upon the Property becoming contiguous to the Village of Chatham within 20 years of the date of execution of that annexation agreement.

WHEREFORE, the undersigned Petitioner, hereby requests that the above-described real estate be annexed to the Village of Chatham, Sangamon County, Illinois.

EXHIBIT B

THE JUDITH JONES DIETSCH TRUST, CREATED
PURSUANT TO THE LAST WILL OF ALEXANDER
J. JONES, II

"OFFICIAL SEAL"
BETH HELLINGER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES JUNE 26, 2000

Judith Dietsch only

By: *Judith Jones Dietsch*
Judith Jones Dietsch, Trustee
for petition for annexation only

By: _____
Janet Inslee Roustio, Trustee

By: _____
David R. Inslee, Trustee

By: _____
Phillip S. Inslee, Trustee

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

VERIFICATION

Judith Dietsch, being duly sworn on oath, deposes and state that she has reviewed the
foregoing Petition for Annexation, and the statements therein made are true and correct.

Judith Dietsch
Judith Dietsch *for petition for annexation only*

SUBSCRIBED AND SWORN TO before me
this 22nd day of May, 1998.

Beth Hellinger
Notary Public

"OFFICIAL SEAL"
BETH HELLINGER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES JUNE 26, 2000

Judith Dietsch only

THE JUDITH JONES DIETSCH TRUST, CREATED
PURSUANT TO THE LAST WILL OF ALEXANDER
J. JONES, II

By: _____
Judith Jones Dietsch, Trustee

By: X Janet Inslee Roustio
Janet Inslee Roustio, Trustee

By: _____
David R. Inslee, Trustee

By: _____
Phillip S. Inslee, Trustee

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

VERIFICATION

Judith Dietsch, being duly sworn on oath, deposes and state that she has reviewed the foregoing Petition for Annexation, and the statements therein made are true and correct.

Janet Inslee Roustio
Judith Dietsch

SUBSCRIBED AND SWORN TO before me

this 6 day of June, 1998.

Marti A. Goralski
Notary Public



THE JUDITH JONES DIETSCH TRUST, CREATED
PURSUANT TO THE LAST WILL OF ALEXANDER
J. JONES, II

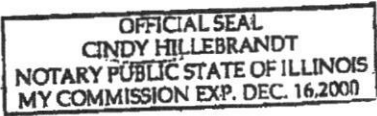
By: _____
Judith Jones Dietsch, Trustee

By: _____
Janet Inslee Roustio, Trustee

Cindy Hillbrandt
5.22.98
DAVID R INSLEE

By: _____
David R. Inslee
David R. Inslee, Trustee

By: _____
Phillip S. Inslee, Trustee



STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

VERIFICATION

Judith Dietsch, being duly sworn on oath, deposes and state that she has reviewed the foregoing Petition for Annexation, and the statements therein made are true and correct.

Judith Dietsch

SUBSCRIBED AND SWORN TO before me

this _____ day of _____, 1998.

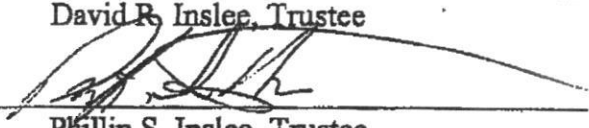
Notary Public

THE JUDITH JONES DIETSCH TRUST, CREATED
PURSUANT TO THE LAST WILL OF ALEXANDER
J. JONES, II

By: _____
Judith Jones Dietsch, Trustee

By: _____
Janet Inslee Roustio, Trustee

By: _____
David R. Inslee, Trustee

By: _____

Phillip S. Inslee, Trustee

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

VERIFICATION

Judith Dietsch, being duly sworn on oath, deposes and state that she has reviewed the foregoing Petition for Annexation, and the statements therein made are true and correct.

Judith Dietsch

SUBSCRIBED AND SWORN TO before me

this ____ day of _____, 1998.

Notary Public

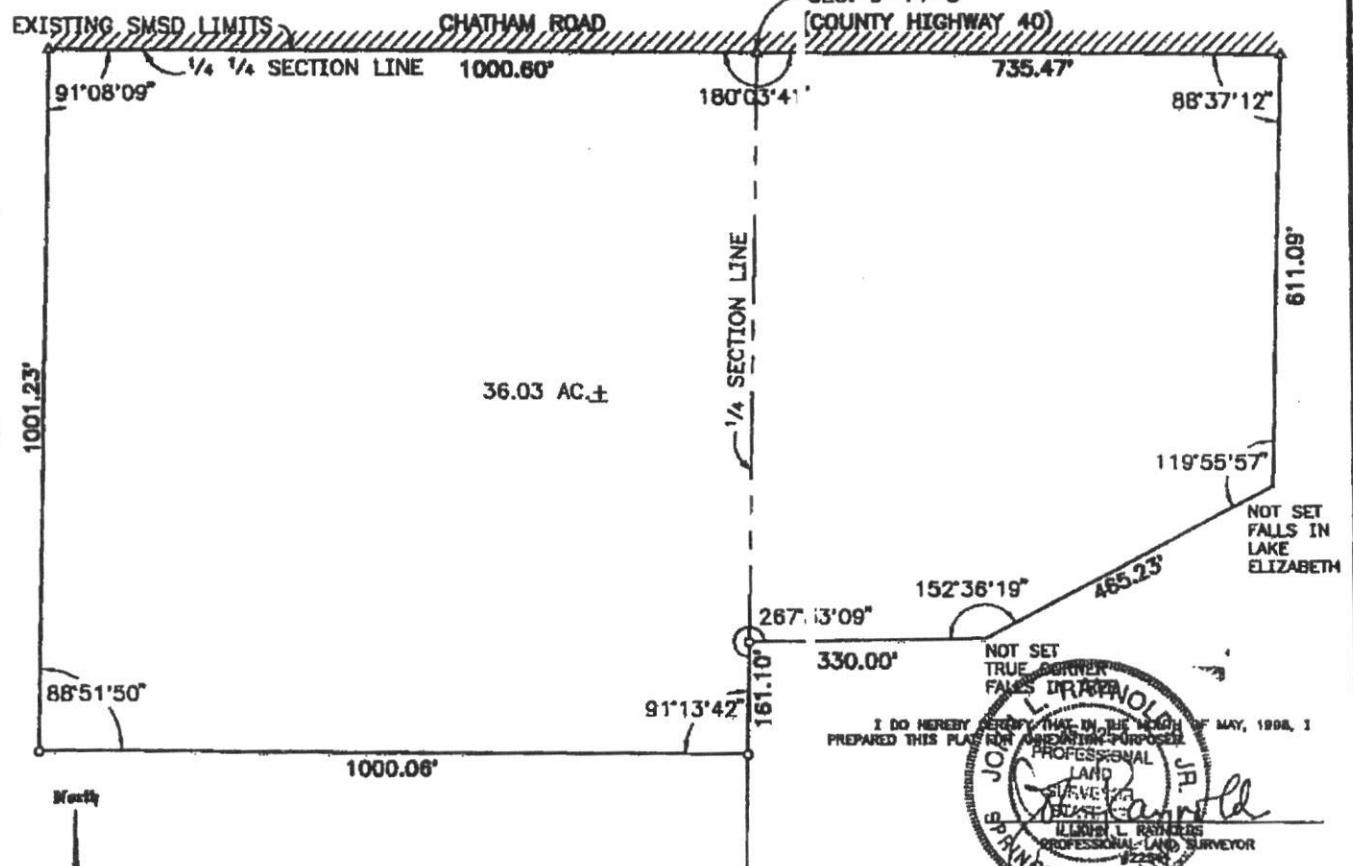
EXHIBIT
A to
Annexation
petition

PART OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE EAST ON THE QUARTER QUARTER SECTION LINE, 735.47 FEET; THENCE DEFLECTING TO THE RIGHT 91°22'48", 611.09 FEET; THENCE DEFLECTING TO THE RIGHT 60°04'03", 465.23 FEET; THENCE DEFLECTING TO THE RIGHT 27°23'41", 330.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE DEFLECTING TO THE LEFT 87°33'09", 161.10 FEET ON THE SAID QUARTER SECTION LINE; THENCE DEFLECTING TO THE RIGHT 88°46'18", 1000.06 FEET; THENCE DEFLECTING TO THE RIGHT 91°08'10", 1001.23 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE DEFLECTING TO THE RIGHT 88°51'51", 1000.80 FEET ON THE QUARTER QUARTER SECTION LINE TO THE POINT OF BEGINNING, CONTAINING 36.03 ACRES, MORE OR LESS.

PLAT OF ANNEXATION

N.W. CORNER
S.W. 1/4, S.E. 1/4
SEC. 9-14-5
(COUNTY HIGHWAY 40)



—▲— P.K. NAIL
—○— IRON PIPE

SCALE 1" = 200'-0"



MAY, 1998



NOT SET TRUE CORNER FALLS IN LAKE ELIZABETH

NOT SET FALLS IN LAKE ELIZABETH

I DO HEREBY CERTIFY THAT IN THE MONTH OF MAY, 1998, I PREPARED THIS PLAT FOR ANNEXATION PURPOSES.

JOHN L. RAYNOLDS, JR.
PROFESSIONAL LAND SURVEYOR & PLANNER
ILLINOIS LICENSE #22284
SPRINGFIELD, ILLINOIS

JOHN L. RAYNOLDS, JR.
PROFESSIONAL LAND SURVEYOR & PLANNER
5201 S. Sixth St., Springfield, IL 62703-8143
(217)-241-3500

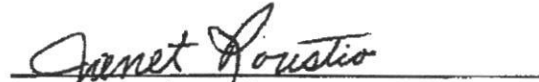
EXHIBIT C

1. ~~No sidewalks,~~ Deleted per addendum hereto
2. Decorative lighting; and
3. Islands such as those shown in Stage 1 of Sweetbriar.

ADDENDUM TO ANNEXATION AGREEMENT

The undersigned, being all of the trustees of the Judith Jones Dietch Trust, created pursuant to the last will of Alexander J. Jones II, consent to the deletion of paragraph number 1 (which reads, "no sidewalks") from Exhibit "C" to the Annexation Agreement between the Judith Jones Dietch Trust and the Village of Chatham, to which this Addendum is attached. We are aware that the Annexation Agreement has been approved, subject to these changes, by the corporate authorities of the Village of Chatham pursuant to Ordinance number 98-44, passed on June 23, 1998.


Judith Jones Dietch


Janet Inslee Roustio


David R. Inslee


Philip S. Inslee

PIN

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